



**CHESTERFIELD COUNTY  
PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA  
Invitation for Bids**



**IFB Number:** ..... 12-0631

**Title:** ..... Asbestos Abatement

**Issue Date:** ..... September 26, 2012

**Sealed Bids Due and Opening:** ..... October 11, 2012, 2:00 P.M.

**Bid Opening Location:** ..... Chesterfield County Purchasing Department  
9901 Lori Road  
Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303  
Chesterfield, VA 23832

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to Harold F. Leach, Senior Contract Officer, at (804) 748-1702, or by email to [purchasing@chesterfield.gov](mailto:purchasing@chesterfield.gov). Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

**All prices shall be F.O.B. Destination:** Various locations in Chesterfield County  
Freight, delivery costs, and incidental charges shall be included.

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My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
  - the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
  - that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100 et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
  - that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367 et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**This page must be returned with the Bid Form.**

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## **I. PURPOSE**

The purpose of the Invitation for Bid is to establish a requirements contract from which Chesterfield County (County) and the Chesterfield County School Board (Schools) may place orders as needed for asbestos abatement.

## **II. SCOPE OF WORK/SPECIFICATIONS**

### **Responsibility of Contractor**

Contractor shall be responsible and held accountable for the removal and disposal of all asbestos containing material (ACM) and asbestos containing building material (ACBM) in strict accordance with Asbestos Hazard Emergency Response Act of 1986 (AHERA) and/or Environmental Protection Agency (EPA) rules, regulations and mandates on an as needed/when needed basis.

Contractor shall make a careful examination of each project site, shall familiarize himself with existing conditions, and shall satisfy himself as to the quantity and quality of materials and workmanship required for the work.

### **Guarantee**

All work shall be guaranteed for a period of twelve (12) months after final payment by the County or Schools and repairs necessary shall be made by the contractor at his expense.

### **Materials and Workmanship**

It is the intent of the specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary features, and to require first-class work and materials and such interpretation shall be accepted by the Contractor. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The County and Schools reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the County and Schools may deem necessary to assure complete compliance with the requirements of the specifications. The contractor shall offer full cooperation in making these tests.

### **Scope of Work**

Chesterfield County requires the services of an asbestos abatement contractor fully licensed by the Virginia Department of Professional and Occupational Regulation to perform asbestos abatement and disposal at various County and Schools locations on an "as needed" basis.

Contractor shall meet all applicable requirements of federal, state and local entities regarding

the handling, encapsulation or enclosure and disposal of asbestos-containing materials (ACM). Contractor shall not interfere with any daily on-going building operations in areas that are scheduled for abatement. All deliveries, storage of materials and location of asbestos hauling containers shall be coordinated with a County or Schools representative. The Contractor shall confine his apparatus, the storage of materials and operation of his staff to limits established by law, ordinances, permits or directions of the County, Schools and/or consultant.

The Contractor shall provide on site emergency response within four hours or within twenty-four hours for routine projects.

In the event the Contractor is not licensed by the Commonwealth of Virginia to transport friable asbestos-containing materials, transportation services may be subcontracted to a transporter with a valid Commonwealth of Virginia Asbestos Transporter license, subject to approval by the General Services-Environmental Division (GSEN), Department of Risk Management or other authorizing County or Schools Department.

**All bids shall contain copies of all licenses required by the Commonwealth of Virginia to abate, remove and dispose of asbestos-containing materials, including, but not limited to Asbestos Abatement Contractor, Asbestos Worker, Asbestos Supervisor and Asbestos Transporter. Failure to provide this information may cause your bid to be declared non-responsive.**

All bidders are subject to a background search for any violations of Virginia Department of Professional and Occupational Regulation and Virginia Department of Labor and Industry regulations regarding licensure, handling and disposal of asbestos-containing materials. Evidence of previous violations of Virginia regulations may result in disqualification.

All bidders shall include in their bid all labor, personnel, materials, tools, equipment, services and incidentals necessary for the completion of project tasks. Prices, as bid, will include complete removal, disposal, filing fees, necessary variance applications, equipment, and all related overhead.

## **Specifications**

All workers and supervisors shall be licensed by the Virginia Department of Professional and Occupational Regulation for asbestos abatement work. It is the responsibility of the Contractor to assure that all licenses are current and valid.

GSEN, Department of Risk Management or other authorizing County or Schools Department shall coordinate the work scope and shall oversee all projects.

The Contractor shall be responsible for filing all federal, state and local agency permits and notifications to the Virginia Department of Labor and Industry including all necessary variance applications and filing fees (certified mail return receipt). Contractor shall provide copies of all appropriate documentation to authorized County or Schools representative. Contractor shall receive written approval from General Services Environmental Division (GSEN), Department of Risk Management, other authorizing County or Schools Department prior to the start of any work.

The Contractor shall remove all materials at the end of each work day unless GSEN, Department of Risk Management or other authorizing County or Schools Department agree to store on site in a properly marked container at a designated site away from the building.

Contractor shall coordinate with GSEN, Department of Risk Management or other authorizing County or Schools Department any requirements for electrical, water, and waste connections, tie-ins, extensions, and construction materials, supplies, etc. All connections shall be approved in advance and all work relative to the utilities shall be in accordance with the applicable building codes. All water connections shall include reduced pressure backflow protection or double check and double gate valves. All water shall be shut off at the end of each shift. Contractor shall ensure that all applicable electrical usage is in compliance with all County, Occupational Safety and Health Act (OSHA), Underwriters Laboratories (UL), and National Fire Protection Agency (NFPA) guidelines.

The Contractor shall dispose of ACM in County or Schools approved landfills licensed to accept ACM.

A request for services shall be made to the Contractor by GSEN, Department of Risk Management, or authorized County or Schools Department for every project. The following general procedures shall apply for most projects:

1. GSEN, Department of Risk Management, or authorized County or Schools Department shall provide a written project work scope, including site asbestos sampling reports to the Contractor for review.
2. After reviewing the work scope, GSEN, Department of Risk Management, or authorized County or Schools Department shall meet with the Contractor at the project location to review project assignments and conduct a walkthrough inspection. The walkthrough shall include a review of the HVAC system(s) that is involved with the project by the County or Schools HVAC supervisor.
3. The Contractor shall submit a project work plan and cost proposal to GSEN, Department of Risk Management, or authorized County or Schools Department based on the unit prices contained in their bid. Included in this submittal shall be the Asbestos Project Manager's license and training records and a list of employees that will be working on the job with their training records as well. Employees shall wear an employee ID and a garment of clothing or hardhat signifying the company for which they are working.
4. GSEN, Department of Risk Management, or authorized County or Schools Department shall upon review and acceptance of the Contractor's work plan and proposal, generate a purchase order or contract authorizing work to begin.
5. The work plan shall take into consideration the workers, visitors, building employees, general public and the environment.
6. Except when an emergency response is required (see below), no work may begin without the issuance of a purchase order or contract. Invoices for work performed without the issuance of a purchase order or contract may not be honored.

The Contractor shall submit a project close-out report containing, but not limited to, project summary, project logs, a listing of project workers with copies of certifications, copies of waste manifests and other pertinent documentation to the coordinating Department upon project completion. At the conclusion of the project, the contractor shall coordinate with GSEN,

Department of Risk Management, authorizing County or Schools Department and the third party air sampling contractor, air clearance testing to demonstrate that the abatement and cleanup has been carried out properly and the area can be reoccupied safely. The results shall be submitted to GSEN, Department of Risk Management, and the applicable County or Schools Department.

The Contractor shall be available to work at any time, including nights, weekends and holidays if needed, to mitigate potential asbestos exposure to building occupants or users. No premium shall be paid for work performed after regular business hours (8:00 AM - 5:00 PM).

The Contractor shall submit a listing of emergency contact numbers to GSEN, Department of Risk Management, or authorized County or Schools Department upon award. No answering service numbers are permitted. It is the Contractor's responsibility to maintain the accuracy of the listing and submit changes as they occur to GSEN, Department of Risk Management or the authorized County or Schools Department.

Asbestos abatement shall be carried out under the on-site supervision and guidance of a competent trained and certified Asbestos Project Manager employed by the Contractor conducting the abatement project.

All project proposals shall contain a proposed budget and schedule for completion. The proposed budget and completion schedule shall be reviewed and approved by the authorized County or Schools Department.

Failure to adhere to the project schedule may result in the Contractor being liable for additional costs, such as those for third-party abatement monitoring that may be incurred by the County or Schools to complete the project.

A competent person shall supervise the erection and dismantling of all scaffolding. A competent person shall conduct documented inspections of scaffolding daily. All persons working on scaffolding shall be trained for such work with training records available. Scaffolding erection, usage and dismantling shall be done in accordance with OSHA 29CFR 1926.450-454.

The Contractor shall be responsible for any damages to any property, County or Schools owned or otherwise, that is a result of Contractor negligence while asbestos abatement is in progress. If the Contractor fails to make repairs or replace damaged materials, as necessary, the County or Schools shall deduct the amount of any damages from the Contractor's payment. It shall be the responsibility of the Contractor to report any damages found prior to any work at the site to the authorized representative.

It is the responsibility of the Contractor to ensure that neither employees nor the public are exposed to possible hazardous conditions during any project. The Contractor shall ensure that all containment equipment and exposure safeguards are installed and functioning properly at all times.

The Contractor shall abide by all federal, state and local regulations during every project. The County and Schools Asbestos Management plans shall also be followed. Those include, but

are not limited to any and all regulations established by OSHA and EPA.

The Contractor shall provide his/her own air monitoring personnel for every project at the Contractor's sole expense. If a negative exposure assessment is conducted, it shall be submitted for review to GSEN, Department of Risk Management, or authorized County or Schools Department prior to abatement and included in the project close-out documentation. The Contractor shall submit a written respiratory protection program to GSEN, Department of Risk Management, or authorized County or Schools Department.

GSEN, Department of Risk Management, or authorized County or Schools Department will conduct third-party project baseline, area and clearance air sampling as required by the specific project. The County, GSEN, or Department of Risk Management shall approve the Contractor's Transporter and disposal site(s). Transporter shall travel directly to the disposal site with no unauthorized stops.

### **Quantities**

The quantities shown in the pricing schedule are estimates of the County's requirements for the first year of the contract. The County makes no guarantee of any minimum amount of work.

### **Site Visits**

The Contractor shall visit each jobsite to verify all conditions prior to start of any project. Visits can be scheduled by calling GSEN, Department of Risk Management or authorized County or Schools Department.

### **Equipment**

The Contractor is responsible for providing all tools and equipment necessary to efficiently perform all work in a professional and workmanlike manner.

### **Respiratory Protection**

The Contractor shall provide workers with Mine Safety and Health Administration/National Institute for Occupational Safety and Health (MSHA/NIOSH) approved respiratory protection in accordance with the provisions of 30 CFR Part II. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134(B). Employees of the contractor shall receive an annual respiratory physical, respiratory protection training, and fit testing. Records shall be available demonstrating that these activities have occurred.

### **Travel Time**

All labor shall be billed from the time the Contractor's employees arrive, to the time they depart from the job site. Chesterfield County or Schools will not authorize payment for travel time or expenses of service personnel to any facility. The only billable time shall be for the service work performed.

## **Use of Premises**

The Contractor shall ensure that all apparatus, storage of materials, and activities of his/her employees be confined to the limits indicated by law, ordinances, permits and the direction of GSEN, Department of Risk Management, or other authorizing County or Schools Department.

The work site shall be kept in an orderly and safe fashion so as not to interfere with the progress of the work or the work of any other Contractor.

The Contractor shall keep the premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, the Contractor shall remove, from and about the premises, including adjacent areas, all rubbish, tools and surplus materials used for work and shall have the area "Broom Clean" and ready for use. In case of a dispute, Chesterfield County or Schools may remove rubbish and clean up, and then may charge the Contractor either by deduction of amounts unpaid to the Contractor, or by other means as determined to be fair and equitable by the authorized representative.

## **Unit Pricing**

All items as listed in the Pricing Schedule shall be completely filled out. Prices indicated in the Pricing Schedule shall include all fees, labor, materials and equipment to properly perform the tasks indicated for each project. This includes, but is not limited to: preparation of written notification for signature by the designated County Asbestos Consultant for submittal to federal, state or local regulatory agencies, providing verbal notifications to those agencies as required, and preparation of reports, all close out documentation and/or other documents requested by GSEN, Department of Risk management or authorized using County or Schools Department.

## **III. INSTRUCTIONS**

### **A. Submission and Receipt of Bids**

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will



default to the next regular business day at the same time.

4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
7. No bid shall be altered or amended after the specified time for opening.
8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing).

- B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

#### **IV. GENERAL TERMS AND CONDITIONS**

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing). Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be

automatically terminated with no recourse for the Contractor.

- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar

level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided in the section of the Bid Form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or

Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE THE BID FORM.**

- I. **Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- L. **Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.
  - 1. During the performance of the contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- M. Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.
- N. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- O. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- Q. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- R. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- S. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- T. Mistakes in Bids**
1. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
  2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- V. Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.
- W. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.
- Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:
1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
  2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- X. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms

and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

- Y. Preferences:** In accordance with Section 2.2-4324 (B) of the *Code of Virginia*, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Section 2.2-4324 (D) of the *Code of Virginia*, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

In accordance with Section 2.2-4328 of the Code of Virginia and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to Code of Virginia 2.2-4324 or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

- Z. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.
- AA. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible

for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects – zero rework".

- BB. References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.
- CC. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- DD. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.
- EE. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- FF. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- GG. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:



1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

**HH. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

**II. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

**JJ. Withdrawal of Bids**

1. Withdrawal: Construction (*Code of Virginia 2.2-4330*)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the

compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

## 2. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Purchasing Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

## V. SPECIAL TERMS AND CONDITIONS

- A. **Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
- B. **Contact with Students:** As required by Section 22.1-296.1 of the *Code of Virginia*, Bidders who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during

school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**C. Contract Term/Contract Renewal/Contract Extension**

**1. Contract Term**

The initial term of this contract shall be effective from January 1, 2013 through December 31, 2013.

**2. Contract Renewal**

This contract may be renewed by the County for four (4) **successive one year periods** under the terms and conditions of the original contract except as stated in subsections a and b below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the U.S. City average, Other Services ID #CWUR0000SAS367 category of the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.
- b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the U.S. City average, Other Services ID #CWUR0000SAS367 category of the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

**3. Contract Extension**

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

**D. Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of

\$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- E. Environmental Management System Procedures:** The Contractor shall follow all federal, state and local environmental laws and regulations. Chesterfield County's General Services – Environmental Division maintains an Environmental Management System (EMS) that is fully compliant with the ISO 14001 standard; therefore, the contractor shall also comply with the County's Contractor Environmental Guidelines (copy included with this solicitation). The Contractor shall work with the County Project Manager to manage and control those activities that may cause a significant adverse impact to the environment.
- F. Insurance Requirements:** **The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County and/or Chesterfield County Public Schools from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County and/or Chesterfield County Public Schools, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability 1,000,000 Combined Single Limit per occurrence.

2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence
3. Workers' Compensation Virginia Statutory limits
4. Employers' Liability \$100,000 each accident
5. Contractor's Pollution Liability \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Policy shall cover the Contractor's completed operations. This coverage shall include sudden and gradual pollution coverage for third-party liability including defense costs and completed operations.
6. \$4,000,000 per occurrence Umbrella Liability each occurrence.

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names Chesterfield County and/or Chesterfield County Public Schools as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the County;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:  
Chesterfield County  
c/o Purchasing Department  
P.O. Box 51, Chesterfield, VA 23832-0001  
IFB/RFP No \_\_\_\_\_

- G. Licenses, Permits, and Fees:** All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
- H. Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.
- I. Pricing:** Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.

- J. Requirements Contracts:** Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.

In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.

- K. Time and Materials Contracts:** Under this time and materials contract, the Contractor shall furnish the County with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (upon request, Contractor shall furnish copies of all invoices for materials), or discount off the list price, whichever is specified in the contract. If the County determines that the estimated price is not fair and reasonable, the County has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined not to be fair and reasonable, the County reserves the right to obtain additional quotes from other vendors.

A purchase order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated County representative each day before and after work to confirm labor hours.

## VI. **BID FORM**

### A. **BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder based on the Grand Total of items 1a through 38.

### B. **PRICING SCHEDULE**

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following prices:

**Table 1A – Abatement Required for Asbestos Containing Material**

ITEM	DESCRIPTION OF ABATEMENT REQUIRED	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
1	Roof Materials Less than 500 sq. ft.			
1a	Shingles	500	\$ /sq. ft.	\$
1b	Felt	500	\$ /sq. ft.	\$
1c	Bitumen	500	\$ /sq. ft.	\$
1d	Insulation	500	\$ /sq. ft.	\$
1e	Lightweight Fill and Deck Material	500	\$ /sq. ft.	\$
2	Roof Materials More than 500 sq. ft.			
2a	Shingles	3,000	\$ /sq. ft.	\$
2b	Felt	3,000	\$ /sq. ft.	\$
2c	Bitumen	3,000	\$ /sq. ft.	\$
2d	Insulation	3,000	\$ /sq. ft.	\$
2e	Lightweight Fill and Deck Material	3,000	\$ /sq. ft.	\$
3	Ceiling Material Less than 500 sq. ft.			
3a	Drop-in Panels (interlocking and/or supported)	500	\$ /sq. ft.	\$
3b	Acoustic Tile and Mastic	500	\$ /sq. ft.	\$

ITEM	DESCRIPTION OF ABATEMENT REQUIRED	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
4	Ceiling Material More than 500 sq. ft.			
4a	Drop-in Panels (interlocking and/or supported)	2,000	\$ /sq. ft.	\$
4b	Acoustic Tile and Mastic	2,000	\$ /sq. ft.	\$
5	Floor Tile/Mastic Less than 500 sq. ft.	500	\$ /sq. ft.	\$
6	Floor Tile/Mastic More than 500 sq. ft.	3000	\$ /sq. ft.	\$
7	Linoleum Floor /Mastic Less than 500 sq. ft.	500	\$ /sq. ft.	\$
8	Linoleum Floor /Mastic More than 500 sq. ft.	1000	\$ /sq. ft.	\$
9	Carpet with floor tile and mastic below	2000	\$ /sq.ft.	\$
10	Carpet with mastic below	2000	\$ /sq.ft.	\$
11	Table and counter tops and similar material	800	\$ /sq.ft.	\$
12	Demolish and dispose of concrete block walls containing asbestos or asbestos coating	10,000	\$ /sq.ft.	\$
13	Expansion joints and similar material	500	\$ /ln.ft.	\$
14	Pipe Insulation and Pipe Fittings less than 300 linear feet (typical pipe size is 4" to 6" O.D.)			
14a	Non-friable Pipe Insulation and Pipe Fittings	200	\$ /ln.ft.	\$
14b	Friable Pipe Insulation and Pipe Fittings	200	\$ /ln.ft.	\$
15	Pipe Insulation and Pipe Fittings more than 300 linear feet (typical pipe size is 4" to 6" O.D.)			
15a	Non-friable Pipe Insulation and Pipe Fittings	500	\$ /ln.ft.	\$



ITEM	DESCRIPTION OF ABATEMENT REQUIRED	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
15b	Friable Pipe Insulation and Pipe Fittings	500	\$ /ln.ft.	\$
16	Caulking Less than 1,000 linear ft.	1,000	\$ /ln. ft.	\$
17	Caulking More than 1,000 linear ft.	3,000	\$ /ln. ft.	\$
18	Cement Products Less than 500 sq. ft.			
18a	Cement Board	500	\$ /sq. ft.	\$
18b	Cement Shingles	500	\$ /sq. ft.	\$
18c	Cement Pipe	500	\$ /ln. ft.	\$
19	Cement Products More than 500 sq. ft.			
19a	Cement Board	1,000	\$ /sq. ft.	\$
19b	Cement Shingles	1,000	\$ /sq. ft.	\$
19c	Cement Pipe	1,000	\$ /sq. ft.	\$
20	Window Glazing Less than 500 linear ft.	500	\$ /ln. ft.	\$
21	Window Glazing More than 500 linear ft.	2,000	\$ /ln. ft.	\$
22	Rolled, brushed or sprayed on asbestos containing finishes on ceilings, walls or other surfaces that contain asbestos material. Less than 500 sq. ft.	500	\$ /sq. ft.	\$
23	Rolled, brushed or sprayed on asbestos containing finishes on ceilings, walls or other surfaces that contain asbestos material. More than 500 sq. ft.	2,000	\$ /sq. ft.	\$
24	Window frames and panels	500	\$ /ln. ft.	\$

**Items 25 through 27 are labor rates that shall apply when asbestos related projects are for work other than items 1 through 24 detailed above. Labor rates to include all personal protective equipment (PPE), incidental supplies and equipment.**

ITEM	DESCRIPTION OF LABOR DISCIPLINE REQUIRED	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
25	Licensed Supervisor	120	\$ /hour	\$
26	Licensed Asbestos Worker	360	\$ /hour	\$
27	Laborer	40	\$ /hour	\$

Items 28 through 38b are for other direct costs that shall apply when asbestos related work is for work other than detailed on the above items 1 through 24. All material and direct costs not specifically listed below will be invoiced at the Contractor's cost. Contractor to provide copies of all such material invoices with the Contractor's invoice to the County.

ITEM	DESCRIPTION OF REIMBURSABLES REQUIRED	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
28	Scaffolding	300	\$ /sq. ft./day	\$
29	HEPA Vacuum	30	\$ /day	\$
30	Glove Bags, 3 feet long, 6 mil poly	200	\$ /bag	\$
31	Surfactants	10	\$ /gallon	\$
32	Mastic Remover	80	\$ /gallon	\$
33	Encapsulant	100	\$ /gallon	\$
34	Disposal of Asbestos Containing Debris (standard preprinted 6 mil asbestos waste disposal poly bag)	20	\$ /bag	\$
35a	Disposal of Non-friable Asbestos Containing Debris	5	\$ /ton	\$
35b	Disposal of Friable Asbestos Containing Debris	5	\$ /ton	\$
36	Disposal of Non-Asbestos Debris (30 gallon clear 6 mil poly bag)	20	\$ /bag	\$
37	Disposal of Non-Asbestos Debris	5	\$ /ton	\$
38a	Asbestos Samples and Analysis, PCM Analysis	100	\$ /sample	\$
38b	Asbestos Samples and Analysis, TEM Analysis	20	\$ /sample	\$
<b>GRAND TOTAL ITEMS 1a through 38b</b>				<b>\$</b>

**C. DELIVERY SCHEDULE**

Bidders are required to state the time of proposed on site response. **FAILURE TO DO SO WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE.**

The County desires on site response within 24 hours after notification for routine projects and within 4 hours for emergencies.

State your earliest firm on site response in hours after notification.

Emergencies \_\_\_\_\_ hours

Routine Projects \_\_\_\_\_ hours

This may be a factor in the award decision.

**D. ADDENDA**

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**E. BUSINESS CLASSIFICATION**

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

**F. BIDDER'S CHECKLIST**

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

**Provide requested information on cover page: name, address, etc.**

\_\_\_ Yes \_\_\_ No

**Virginia State Corporation Commission (SCC) Registration Information**☐ Yes ☐ No**Signed Bid (cover page)**☐ Yes ☐ No**Contractor Data Sheet**☐ Yes ☐ No**Virginia Contractors License No.**☐ Yes ☐ No**Copies of licenses as detailed on page 4**☐ Yes ☐ No**G. VIRGINIA CONTRACTOR LICENSE NUMBER** (*Code of Virginia 54.1-1100*)

Contractors that for a fixed price, commission, fee, or percentage undertake to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804)367-8511. If a bidder shall fail to obtain the required license prior to submission of a bid, the bid shall not be considered. **Bidder shall insert Contractor license number and specialty in the space provided below.**

Class of License Definitions:

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

Class B Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$10,000 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000.

Class C Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$10,000, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

Provide Contractor license number below:

Class A Virginia Contractor Registration No. \_\_\_\_\_

Class B Virginia Contractor Registration No. \_\_\_\_\_

Class C Virginia Contractor Registration No. \_\_\_\_\_

Classification/Specialty: \_\_\_\_\_

**A Class A license is required.**

## **H. PAYMENT TERMS**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.

Our terms are: \_\_\_\_\_

## **I. BIDDER DATA**

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

\_\_\_\_\_ years \_\_\_\_\_ months

Provide a minimum of three (3) references that will substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**J. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION**

**The bidder shall check one of the following. The bidder is:**

☐ a corporation or other business entity with the following SCC identification number:  
 \_\_\_\_\_ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐